ORDER

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

1200.22B

4/14/93

SUBJ: USE OF NATIONAL AIRSPACE SYSTEM (NAS) COMPUTER AND RADAR DATA OR EQUIPMENT BY OUTSIDE INTERESTS

1. PURPOSE. This order establishes policy on the use of NAS computer and radar data or equipment by persons or agencies outside the Federal Aviation Administration (FAA), which are not otherwise authorized access to these data by public law or existing agreements or contracts duly executed by the Government. This order does not prohibit the FAA Technical Center, when working with outside interests, from performing its research, development, test, and evaluation (RDT&E) functions on equipment, software, data, and facilities not interfaced to the operational NAS computer and radar data or equipment at the time of test or demonstration.

2. DISTRIBUTION. This order is distributed to the division level in Washington headquarters, centers, and the regions with branch level distribution in Washington Air Traffic and Systems Maintenance Services, regional Air Traffic and Airway Facilities Divisions and limited distribution to all Air Traffic and Airway Facilities field offices and facilities.

3. CANCELLATION. Order 1200.22A, Use of National Airspace System (NAS) Computer/Radar Data or Equipment by Outside Interests, dated May 29, 1981, is canceled.

4. BACKGROUND.

a. Outside agencies frequently request information and attendant services related to NAS computer and radar data or equipment. These requests come from many different sources for various reasons including both recorded and real-time capabilities. While FAA has an obligation to be responsive to requests for these data, it must first fulfill its primary operational responsibilities. System integrity must be maintained in all instances.

b. Air traffic facilities routinely handle sensitive flight operations and information for the Department of Defense (DOD) and many other Government agencies. The security of these operations potentially could be compromised by permitting outside interests to monitor directly or extract information through routine "real-time" queries of the computer system. Specifically, safeguards need to be taken to prevent outside agencies from gaining unfiltered "real-time" access to any data and radar tracks concerning DOD, drug enforcement, or other sensitive flight operations.

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Initiated By:
ATR-230

5. EXPLANATION OF CHANGES. This order is revised to update the procedures, policy, and approving officials for the release of FAA computer data to outside interests. This revision addresses the issues of real-time and direct connectivity to NAS systems. Changes in the coordination procedures with the FAA's Intelligence and Security Divisions and DOD are also included.

6. DEFINITIONS. The following definitions are for the purpose of this order only.

a. NAS Computer/Radar Data or Equipment. Primary and secondary radar systems and/or automated computer systems used for air traffic control (ATC) purposes. This includes software programs and their products used in terminal, en route, flight service station, traffic management, and communications facilities for flight data processing and distribution.

b. Outside Interests (or Agencies). A person, group, office, or organization not employed by FAA.

c. Computer Recorded Data. Computer-processed ATC information written on magnetic discs, tapes, or paper by an automated terminal, en route, flight service station, or traffic management system.

d. Real-Time Data. Any radar or automated data, provided through an interfacility line, data link, satellite transmission, or any other mode so as to extract on-line data which have not been previously recorded, have not been subject to Air Traffic oversight for the presence of accident, incident, suspected error, deviation, airspace incursions, or any other possible or suspected situations that might require internal investigation, or may include any information concerning sensitive and/or controlled national defense, law enforcement, or security organization data.

e. Unfiltered Data. Any data that are obtained from the radar or beacon subsystem or ATC computer system without being subjected to an editing process.

f. Civil Authority. Any governing body (within the United States or its territories) that exercises control over the affairs of a governmental jurisdiction, including but not limited to city, county, State, or local governmental organization (such as an airport authority).

g. Incident. An action that could lead to grave consequences, such as an accident, near midair collision, pilot error, or ATC operational error.

7. POLICY.

a. Use or interface with NAS computer radar data equipment is permitted when:

(1) Required to satisfy a contract or agreement to which FAA is a party or has otherwise given its approval.

(2) Initiated by the agency or other Government agencies and is in furtherance of its mission and that use is within the scope of the functional purpose for which the equipment is intended.

(3) Determined by the agency, in accordance with its responsibilities under the Federal Aviation Act, that use is in furtherance and promotion of aviation safety.

(4) Requested by a U.S. military agency or defense agency component with operational responsibility and necessity in furtherance of mission responsibility, air sovereignty, air surveillance, drug interdiction, etc., and approved by the Joint Radar Planning Group (JRPG).

b. Except when otherwise authorized (such as, by public law, existing or prior agreements, contracts duly executed by the Government), a memorandum of agreement, as depicted in Appendix 1, must be consummated with each outside interest, civil authority, or non-FAA governmental agency when it requests computer-recorded data or access to real-time data. Specific procedures and restrictions on the use of the computer data shall be contained in these agreements. If required by the Office of Civil Aviation Security (ACS), these agreements will require filtering out military and other special event call signs or defined geographic areas prior to release to the requesting outside interest or civil authority.

c. Records containing radar and computer data are FAA records subject to the requirements of the Freedom of Information Act (FOIA). Therefore, FOIA requests, except as indicated in paragraph 7a above, shall be processed under the FOIA, P.L. 93-502, 5 U.S.C. 552, as implemented by Part 7 of the Department of Transportation (49 CFR) and the latest edition of Order 1200.23, Public Availability of Information.

d. Procedures prescribed in the latest edition of Order 2500.35, Reimbursable Agreement Covering Services or Material Provided by the FAA, or other applicable documents shall be followed unless the estimated cost of providing the services falls within the waiver provisions of this order.

e. The release of unfiltered real-time data compromises FAA's ability to prescreen the data for incident analysis or national security. While FAA has an obligation to be responsive to requests for these data, it must fulfill its primary operational responsibilities and maintain system integrity in all instances. "Real-time" operational ATC data, i.e., radar, automated, or interfacility data, which may contain sensitive and/or controlled national defense or law enforcement data, must not be released outside FAA control. Release of certain data pertaining to these flights, i.e., limited data blocks, may be approved after assurances are provided to the flight originators that all sensitive data identifiers or data blocks have been filtered from the operational ATC data prior to that release. Editing procedures and data to be filtered should be contained in the memorandum of agreement and coordinated with the Office of Civil Aviation Security (ACS).

f. Recorded NAS automated data to be provided to outside interests shall normally be retained within the ATC facility until the data retention requirements contained in the latest edition of Order 7210.3, Facility Operation and Administration, have been met.

g. For the purpose of this order, the National Transportation Safety Board requests for NAS automated data, in any medium, properly processed through and received from the appropriate FAA contact, will be considered an FAA request.

h. An FAA-approved interface with NAS computer radar data equipment must be documented in an interface control document, which addresses all requirements of FAA-STD-025, Preparation of Interface Control Documents. In the event filtering of data is required to safeguard DOD or other sensitive data, the requester shall also provide any necessary computer hardware and a software program which will filter such data prior to leaving the ATC facility. Requester-provided on-site interface equipment shall meet the requirements of FAA-STD-020, Transient Protection, Grounding, Bonding, and Shielding. The data provided through a real-time access shall be confined to the minimum amount necessary to fulfill the agency obligation of paragraph 8a. Prior to actual usage, the software and hardware shall be tested by the appropriate FAA personnel. This hardware and software shall become the custody of the FAA and not subject to modification without the expressed permission of the Government. In addition, the software shall consist of, as a minimum, the source and compiled code and all appropriate documentation.

i. Many software programs are protected by copyrights, patents, licenses and other binding conditions and restrictions for their use. Access to and distribution of software programs must abide by conditions for their release.

j. The requesting organization must be judged by the FAA to be capable, willing and authorized to protect the information to at least the same level as it is protected prior to release. This is to include restricting access to those who possess appropriate clearances and a valid need-to-know. Also, all procedures stated in the latest edition of Order 1600.2, National Security Policy, must be followed.

8. RELEASE OF COMPUTER DATA.

a. Requests for information must be specific and delineate time, dates, and the geographic areas to be covered or excluded during these periods. The geographic area for which data are being requested should be described using the ranges, bearings, and altitudes from the appropriate radar sensor locations.

b. Requests for computer-recorded data shall be accompanied with sufficient discs or tapes to contain the data.

c. Discs or tapes to be used must be compatible with the disc or tape drives in FAA. FAA will be reimbursed for any damage to FAA equipment caused by the use of discs or tapes provided by the requester.

d. Editing and reducing the computer-recorded data copies on the requester's data discs or tapes are solely the responsibility of the requester. Specifications for the computer software which provides the recorded data are published in National Airspace System management documents. NAS management documents are available for purchase from the Document Facility at the FAA Technical Center's Information Service Branch.

e. Requesters shall provide for the transfer of discs or tapes.

f. Any requests for data with connectivity to an ATC computer system or its interfacility lines by an outside interest must be accompanied by the latest edition of FAA Form 1600-56, Agreement for Use of Privately Owned Computers Accessing Government Data. This requirement may be found in the latest edition of Order 1600.54, FAA Automated Information Systems Security Handbook.

g. Requests for connection to an ATC computer system must be accompanied by a completed NAS Change Proposal (NCP), FAA Form 1800-2.

9. RESPONSIBILITIES AND COORDINATION. Requests for records or computer-recorded data should be made to the appropriate regional office.

a. Regional Responsibilities.

(1) Upon receipt of a request from an outside interest, the servicing Automated Information System Security Coordinator (AISSC) for the region, along with the appropriate regional security office, shall be contacted and made aware of the request. AISSC responsibilities are described in the latest edition of Order 1600.54.

(2) The region, in conjunction with appropriate facility personnel (such as the Air Traffic and Airway Facilities Managers), shall determine if the request can be accommodated without an unacceptable operational impact to the facility. This impact could be in the form of space, time, budget, or personnel resources.

(3) If applicable, a proposed memorandum of agreement will be prepared by the region and included with the request.

(4) Release of records or computer-recorded data pertaining to known air traffic incidents as specified in the latest edition of Order 7210.3, Facility Operation and Administration, Chapter 5, Reporting and Handling Incidents, and air traffic incidents and aircraft accidents or incidents as specified in the latest edition of Order 8020.11, Aircraft Accident and Incident Notification, Investigation, and Reporting, shall be coordinated with the Office of Air Traffic System Effectiveness (ATH), and the Office of the Chief Counsel (AGC). This coordination shall be accomplished by the appropriate regional office.

(5) All requests that meet regional approval, except as noted in paragraph 7c, for use of or interface with NAS computer/radar data or equipment will be forwarded to the Automation Software Policy and Planning Division,

ATR-200, and the National Automation Engineering Field Support Division, AOS-300, by the office that receives the request.

b. Automation Software Policy and Planning Division Responsibilities.

(1) The Manager, Automation Software Policy and Planning Division, ATR-200, is, after applicable coordination, the determining authority for granting outside interests or civil authorities the use of NAS computer or radar equipment, records, and/or computer-recorded data.

(2) ATR-200 will coordinate with the Office of Civil Aviation Security Operations, which will coordinate with DOD, law enforcement entities, and other interested parties for either real-time or computer recorded data for the categories of data listed below, prior to authorizing the release of data:

(a) Involves a joint-use radar system.

(b) Pertains to the Joint Surveillance System (JSS).

(c) Involves classified or unclassified FAA or DOD flight inspections.

(d) Contains military mission, law enforcement or other sensitive activity.

(e) Includes requests made by a foreign government, air carrier, or corporation. This also applies to United States citizens or corporations acting as agents for any foreign entity.

(f) Involves any airport surveillance radar (ASR) system that serves a military base, complex, or any ATC special use airspace as well as nearby civil airports.

EXAMPLE: a. Omaha Strategic Air Command Headquarters, Colorado Springs, North American Air Defense Command, Norfolk Naval Air Station

EXAMPLE: b. Patuxent Restricted Area (R-4006), Farmville Military Operating Area (FVX MOA)

EXAMPLE: c. Washington National Airport which has Andrews Air Force Base as a satellite facility

(g) Involves any classified document.

(h) Pertains to FAA radars in Alaska, Hawaii, Guam, the Panama Canal Zone, and Puerto Rico.

(i) Involves radar information being used by law enforcement agencies.

(j) Includes all requests for "real-time" data.

(3) Any request for computer or radar data that will require interface with FAA-owned or FAA-leased telecommunications equipment or lines shall be coordinated through, and approved by, the Manager, Telecommunications Management and Operations Division, ASM-300.

(4) Any request for air traffic management computer data shall be coordinated with and approved or disapproved by the Office of Air Traffic System Management (ATM).

c. Facility Responsibilities.

(1) Transfer of the recorded data onto the requester's discs or tapes shall not impair the primary operational responsibilities to provide ATC service and shall not be done in the event of incident or alleged violations as specified in the latest edition of Order 7210.3, Facility Operation and Administration, Chapter 5, Reporting and Handling Incidents. Both Air Traffic and Airway Facilities managers or their representatives, in conjunction with the appropriate regional office, shall be responsible for determining if the transfer of recorded data onto the requester's discs or tapes causes a possible negative impact to the facility's ability to provide ATC service.

(2) Facility managers functionally responsible for computers shall establish procedures and allocate computer time required to copy computer data onto requester's discs or tapes as appropriate.

(3) Requests shall be handled in a timely manner, but within the bounds of operational requirements and the availability of equipment.

(4) Facility managers shall be responsible for coordinating and signing the memorandum of agreement.

10. CANCELLATION OF MEMORANDUMS OF AGREEMENT. All memorandums of agreement between FAA and outside users established under Order 1200.22A guidelines are to be terminated within 90 days of the signing of this order. If necessary, new memorandums of agreement to replace those that have been canceled should be established using this order, Order 1200.22B, for guidance.

Joseph M. Del Balzo
Acting Administrator

APPENDIX 1. SAMPLE MEMORANDUM OF AGREEMENT FOR RECORDED RADAR DATA

Memorandum of Agreement
Federal Aviation Administration
(Facility Name)
(Civil Authority or non-FAA Agency Title)

The Federal Aviation Administration (FAA) has agreed to provide local government organizations, on an individual request basis, copies of computer-processed air traffic control (ATC) information as recorded in digital format on discs or tape by an FAA National Airspace System (NAS) computer/radar system.

Therefore, the following procedures, restrictions, and responsibilities are mutually agreed to by the (facility name) and (civil authority title).

A. Description.

The (facility name) shall provide the (civil authority or non-FAA agency title) to the extent set forth in this agreement and appendices, copies of computer-processed and recorded NAS computer or radar data as recorded by the (facility name) system.

B. (Facility name) Responsibilities.

1. The (facility name) shall normally respond to requests from the (civil authority title or non-FAA agency) within 15 to 18 days from the date the request is received by the responding facility or after all data retention requirements have been met. Responses may be delayed due to operational necessity and/or hardware failure. Final authority to deny access to data in accordance with the terms of this agreement shall rest with the Air Traffic Manager, (facility name).

2. The (facility name) shall not be held responsible or retain any legal obligation as to the accuracy or validity of the data.

C. (Civil authority title or non-FAA agency).

1. (Civil authority title or non-FAA agency) shall supply the FAA with adequate compatible recording devices (discs or tapes).

2. All computer programs and equipment to be installed and operated in the (Facility name) will be subject to FAA approval.

3. (Civil authority title or non-FAA agency) shall provide all transportation and associated costs for transporting the discs or tapes.

4. Requests for copies of recorded data must be received by the (facility name) not later than 3 days after the date of the requested data.

5. The (civil authority title or non-FAA agency) shall not release any data or information pertaining to:

(Include any prohibitions developed through coordination with the Office of Civil Aviation Security Operations.)

6. The (civil authority title or non-FAA agency) shall not release these data for use by law enforcement agencies or for use in any civil litigation.

7. The (civil authority title or non-FAA agency) shall not release these data if advised by the FAA that the data received contain information relating to an aircraft incident.

8. The (civil authority title or non-FAA agency) shall not use these data for legal action involving noise abatement regulation enforcement.

9. Indemnification by (civil authority title or non-FAA agency). The (civil authority title or non-FAA agency) agrees to indemnify and hold harmless the Government, its agencies, officers, and employees, from and against all claims, demands, damages, liabilities, losses, suits, and judgments (including all costs and expenses incident thereto) which may accrue against, be suffered by, be charged to, or recoverable from the Government, its agencies, officers, and employees, by reason of damage to, destruction of, misappropriation, or loss of property of the Government, its officers, employees, and agents arising out of the act of omissions of the (civil authority title or non-FAA agency), its employees, and agents under this contract, whether or not caused or contributed to by negligence on the part of the (civil authority title or non-FAA agency) or its agents. In the event the (civil authority title or non-FAA agency) holds or obtains insurance in support of this promise, an original or certified copy of a certificate of insurance shall be delivered to the FAA.

10. The (civil authority title or non-FAA agency) shall pay the cost, as determined by the FAA contracting officer, of producing and/or supplying any utilities (including telephone lines). The requestor shall also pay for other services furnished by the Government or through Government-owned facilities for the use of the (civil authority title or non-FAA agency) proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services.

11. The (civil authority title or non-FAA agency) agrees that any property of the United States damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the (civil authority title or non-FAA agency) to the satisfaction of the FAA contracting officer or in lieu of such repairs or replacement, the (civil authority title or non-FAA agency) shall, if so required by the contracting officer, pay to the United States money in an amount sufficient to compensate

for the loss sustained by the United States by reason of damage to or destruction of Government property.

12. The (civil authority title or non-FAA agency) shall not release raw, unprocessed FAA data to the public, unless required by law; however, the (civil authority title or non-FAA agency) may publicly release reports and analyses derived from the data, such as average flight trajectories and average flight events over a given point or track during designated time periods, as well as other derived data of a similar nature subject to the provisions of all other paragraphs of this agreement. At FAA's request, copies of all reports shall be provided to FAA.

13. Additional procedures and restrictions, as required.

14. (Civil authority title or non-FAA agency) shall direct requests and deliver disc/tapes to:

(Facility name, address, and phone number)

This agreement may be revoked at any time by either party by furnishing ninety (90) calendar days notice in writing.

The (facility name) and (civil authority title or non-FAA agency) concur with the provisions of this agreement as indicated by the signature of their duly authorized officials.